

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

MEETING DATE: June 15, 2005 DIVISION: Community Services

BULK ITEM: Yes x No DEPARTMENT: Animal Control

AGENDA ITEM WORDING: Approval of an Addendum to the Stand Up for Animals (SUFA) Agreement extending the term to three (3) years.

ITEM BACKGROUND: On March 16, 2005, sealed bids were opened and SUFA was the only bidder. Upon review of the bid and bid criteria, staff recommends the current contractor, SUFA.

PREVIOUS RELEVANT BOCC ACTION: On May 19, 2004, the Board approved the 3rd and final renewal of the current contract with SUFA, which expires on June 30, 2005. On May 18, 2005, the Agreement was approved for one (1) year

CONTRACT/AGREEMENT CHANGES: Term of Agreement - from one (1) year to three (3) years.

STAFF RECOMMENDATION: Approval.

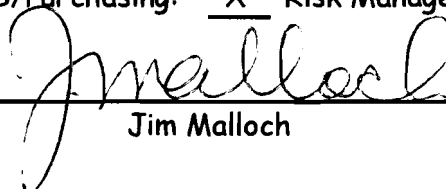
TOTAL COST: \$248,598.00 BUDGETED: Yes: x No:

COST TO COUNTY: same

REVENUE GENERATED: Yes No x

APPROVED BY: County Atty.: x OMB/Purchasing: X Risk Management: x

DIVISION DIRECTOR APPROVAL:


Jim Malloch

DOCUMENTATION: INCLUDED: x NOT REQUIRED:

DISPOSITION: AGENDA ITEM #:

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: STAND UP FOR ANIMALS, INC.

Contract #

Effective Date: 07/01/2005

Expiration Date: 06/30/2008

Contract Purpose/Description: Operation of the Big Pine Key and Marathon Animal Shelters

Contract Manager: Sandy Molina
(Name)

4500
(Ext.)

Community Services - #1
(Department/Stop #)

for BOCC meeting on June 15, 2005

Agenda Deadline: May 31, 2005

CONTRACT COSTS

Total Dollar Value of Contract: \$248,598.00

Current Year Portion: \$62,149.50

Budgeted? Yes ☒ No ☐

Account Codes: 001-21000-530340

Grant: \$

County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ n/a /yr.
(Not included in dollar value above)

For: _____
(e.g., maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>5/27/05</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>5-27-05</u>
Risk Management	<u>5-27-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5-27-05</u>
O.M.B./Purchasing	<u>5-27-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5-27-05</u>
County Attorney	<u>5/25/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/24/05</u>

Comments:



Stand Up for Animals, Inc.

James Malloch
Director of Community Services
Monroe County Services
1100 Simonton Street
Key West, FL 33040

May 25, 2005

Dear Mr. Malloch,

Stand Up for Animals would like to request that our current contract be amended to read "...for operation of the Big Pine Key and Marathon Animal Shelters in the amount of \$248,598 per year for a period of three years ending on June 20, 2008 with two optional renewals for the following two consecutive years."

This will allow for greater long-term fiscal planning and project development and stability for our employees. Please let me know if you would be willing to place this on the agenda for the upcoming BOCC meeting in June.

Thank you for all your help and patience.

Yours,

Linda Gottwald
Director, Stand Up for Animals, Inc.

Cc: Tom Willi, County Administrator

Marathon

10550 Aviation Blvd
Marathon, FL 33050
Tel: 743-3779
Fax: 305-743-5660

Big Pine Key

279 Industrial Rd.
Big Pine Key, FL 33043
Tel: 872-3412
Fax: 305-743-5660

ADDENDUM

THIS ADDENDUM is entered into this 15th day of June, 2005, between the Monroe County Board of County Commissioners (COUNTY) and Stand Up For Animals, Inc. (SUFA).

WHEREAS, on May 18, 2005, the parties entered into a one-year agreement for animal control and shelter services; and

WHEREAS, Contractor has requested a change to a three-year contract to provide greater long-range planning since the County is the Contractor's only client; now therefore

IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree as follows:

1. Section I of the agreement dated May 18, 2005, shall be amended to read:

I. TERM OF AGREEMENT:

This Agreement shall be for a period of three (3) years beginning July 1, 2005, and terminating at midnight, June 30, 2008. The County shall have the option of renewing this agreement for two additional one (1) year periods, which shall be exercised by giving written notice of said renewal to SUFA at least thirty (30) days prior to the termination date.

2. Section II of the Agreement dated May 18, 2005, shall be amended by adding the following sentence:

The contract amount agreed to herein may be adjusted annually in accordance with the percentage change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for the most recent 12 months available.

3. The remaining terms of the Agreement entered May 15, 2005, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

Attest:

DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

By: _____
Mayor Dixie M. Spehar

STAND UP FOR ANIMALS, INC.

Attest:

By: _____
Secretary

OR WITNESSES:

By: Linda Gattwall
President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Suzanne A. Hutton
SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date: 5/26/05

CONTRACT

(Operation of Big Pine and Marathon Animal Shelters)

THIS CONTRACT, is entered this 18th day of May, 2005, by and between the Board of County Commissioners of Monroe County, Florida (COUNTY), and STAND UP FOR ANIMALS, INC., (CONTRACTOR).

WHEREAS, County has certain responsibilities under State and County laws, to provide animal control services and enforcement of laws related to animals; and

WHEREAS, it has been determined that it is in the best interest of the residents of and visitors to the County that a contract with a private provider of such services, NOW THEREFORE

IN CONSIDERATION OF the mutual promises contained herein, the parties agree as follows:

I. TERM OF AGREEMENT:

This agreement shall be for a twelve (12) month period beginning, July 1, 2005 and ending at 12:00 midnight on June 30, 2006. The term of this agreement shall be renewable in accordance with Section IV.

II. PAYMENT:

The total compensation to be paid to the Contractor in consideration of its services under this Agreement shall be \$248,598.00 per annum. The County shall pay the Contractor on a per month in arrears basis in an amount equal to 1/12 of the total cost of the contract, or \$20,716.50 per month. The Contractor shall provide a monthly invoice on the 1st day of each month to the Division of Community Services, and payment shall be made on or about the 1st day of the following month. In the event that funds are partially reduced or cannot be obtained or continued at a level sufficient to allow for the purchase of the services contemplated, then the contract may be terminated immediately at the option of the County upon written notice of termination being delivered in person or by mail to the Contractor. The County will not be obligated to pay for any services provided by the Contractor after the Contractor has received written notice of immediate termination.

III. SCOPE OF SERVICES:

- A. The Contractor shall provide all staffing, equipment, and supplies necessary to operate the Big Pine Key and Marathon Animal Shelters located at Industrial Drive, Big Pine Key, Florida, and 10550 Aviation Boulevard, Marathon, Florida, and provide complete animal control and enforcement services from Mile Marker 16.7 (the Harris Channel Bridge) through Mile Marker 69 (up to MM 70), including the Cities of Marathon, Key Colony Beach and Layton.

1. STAFF: The Contractor will fully staff, operate and perform all current functions of the Shelters, as further identified in the training manual to be prepared by Contractor; said training manual will be reviewed and approved by the Director of Community Services or his designee prior to implementation.

2. COMPLIANCE WITH LAW: The Contractor shall cooperate with the Monroe County Health Department and follow all local and state laws, regulations and procedures, including but not limited to F.A.C. 10D-3.091, Procedures for Control of Specific Communicable Diseases and Chapter 64B16-29, Animal Control Shelter Permits.

3. CARE OF ANIMALS:

- (a) The Contractor will receive and properly confine all animals that are brought to the Shelters or which become the responsibility of the Shelters. All animals in the custody of the Contractor shall have a constant supply of fresh water and be fed a diet appropriate for their species, breed, age and physical condition.
- (b) The Contractor shall provide appropriate care for sick and injured animals in its custody and shall obtain the services of a veterinarian who is licensed by and in good standing with the Board of Veterinary Medical Examiners for the State of Florida for consultations and/or professional services.
- (c) The Contractor shall provide the personnel and materials necessary to humanely euthanize all animals designated for euthanasia by the supervisors or designees of the Shelters. The primary drug to be utilized for euthanasia shall be sodium pentobarbital, and the Contractor shall administer euthanasia to those animals designated for destruction in a humane manner and consistent with state and county laws and regulations. The Contractor's personnel who perform euthanasia will have appropriate certificates attesting to the employee's authority to perform euthanasia, and copies of the certificates will be forwarded to the Director of Community Services or his designee.
- (d) The Contractor shall provide heartworm testing to all adoptable dogs, provide deworming to all adoptable animals, and shall have a program in place for flea and tick control. Contractor shall seek funding sources to enable provision of feline leukemia virus testing and, upon obtaining such funding, shall provide feline leukemia virus testing for all adoptable kittens and cats.

4. **MAINTENANCE OF PREMISES:** The Contractor shall maintain the Shelters, including kennel areas, cages and euthanasia room, and all equipment in a clean, safe, and sanitary manner.
5. **ADOPTIONS:**
 - (a) The Contractor shall ensure that rabies inoculations will be given to all adopted and redeemed animals as required by law.
 - (b) The Contractor will provide an adoption service through the Shelters for the purpose of securing suitable homes for adoptable animals. The Contractor shall follow appropriate criteria to insure that each companion animal is given a suitable home through basic screening procedures that evaluate both the animal to be released and the potential adopter in an effort to assure that the animals adopted are being placed in long-term homes. The screening procedures shall be reviewed periodically by the Director of Community Services or his designee as to form and practicality. All adoptable animals will be available for inspection by the public during normal working hours. The Contractor shall utilize the Adoption Agreement attached hereto as **EXHIBIT "A,"** unless modified by written and signed directive from the Director of Community Services.
 - (c) The contractor shall enforce the provisions of the contract, including, but not limited to, taking any action necessary to ensure that an adopted animal is spayed or neutered prior to releasing the animal or transferring ownership to its adopter.
6. **ISSUANCE OF COUNTY LICENSES:** The Contractor will issue license certificates for dogs as required by the Monroe County Code and collect the fees established by County Resolution therefor. The Contractor will be responsible for determining that all requirements have been satisfied by an applicant prior to issuing a license certificate and shall remit all fees therefor to the County.
7. **POLICIES AND PROCEDURES MANUAL:** The Contractor shall maintain a Policies and Procedures Manual for guidance of all staff. At a minimum, it shall set forth the following:
 1. Goals and Objectives of the Organization.
 2. Protocols for intake, care, adoption, return to owners, and other disposal of animals.
 3. Protocols for responding to calls for animal control services, whether in the nature of law enforcement, pick-up of dead animals, or other.

4. Protocols for daily maintenance of premises and equipment, including vehicles.
5. Training Staff
 - a. prerequisites for certain positions
 - b. keeping staff current
6. Training provided* shall include:
 - a. Shelter Policies & Procedures (required of all staff, including volunteers)
 - b. Basic Pet Care
 - c. Veterinary Health Care
 - d. Animal Behavior
 - e. Animal Handling
 - f. Breed Identification & characteristics
 - g. Obedience Training
 - h. Behavior Problem Solving
 - i. Counseling Methods
 - j. Conflict Management (required of all law enforcement personnel)
 - k. Grief Counseling
 - l. Telephone Manners and Customer Service Skills

*Items a & j must be at least in part provided in a classroom or seminar type setting, with live or video teaching. All other training may be self-study, although some in-person or video training is highly recommended. Training shall be provided appropriate to the position filled by the worker, whether that worker is an employee or a volunteer.
7. Adoption Guidelines, which shall absolutely require sterilization of all animals prior to release to adopter. Other guidelines shall address, at a minimum:
 - a. Consultation with the prospective adopter.
 - b. Prospective adopter's commitment to be responsible for providing care, safe environment, veterinary bills for life of the animal.
 - c. Animal's disposition and that of members (human and animal) of the household to enhance as well as possible the probability of successful placement.

8. HOURS OF OPERATIONS: At a minimum: the Big Pine Animal Shelter shall be open to the public from 10:00 a.m. to 2:00 p.m., Eastern Time, Tuesday through Saturday, and the Marathon Animal Shelter shall be open to public from 9:00 a.m. to 5:00 p.m., Eastern Time, Tuesday through Friday, and from 9:00 a.m. to 3:00 p.m., Eastern time, on Saturdays and Sundays.

Hours of operation may be adjusted only upon mutual written consent of the County and the Contractor.

B. ENFORCEMENT SERVICES: The Contractor will provide complete animal control and enforcement services within the Service Area described above, including, but not limited to:

1. **Training of Animal Control Officers:** The Contractor shall provide that all animal control officers complete the mandatory certification program outlined by F.S. 828.27 (40 hours of training curriculum approved by the Florida Animal Control Association); said training shall be completed on a timely basis after a 90-day probationary period. The Contractor is to provide the Director of Community Services, or his designee, with copies of the Animal Control Officer Training Program Certificates.

2. **Emergency services (24-hours per day/7-days a week) for Priority One calls which are:**

- a. Injured animal;
- b. Bite cases; person bit by any warm-blooded creature;
- c. Animal bites to other animals;
- d. Wild animal in home;
- e. Dangerous dog investigations;
- f. Animal cruelty investigations;
- g. Law enforcement requests.

3. Patrolling service area on a regular and consistent basis;

4. Picking up dogs that are running at-large;

5. Picking up cats or raccoons captured in cat or raccoon traps;

6. Non-emergency animal pick up from residential homes during normal operating hours;

7. Picking up dead animals along County or City rights-of-way and arrange for proper disposal in accordance with all applicable laws, regulations and ordinances;

8. Disposing of any animals that are euthanized or that expire while in the care, custody, or control of the Contractor, in accordance with all applicable laws, regulations and ordinances.

9. Investigating all reports of violation of local and state ordinances and regulations relating to animal control and, when warranted by the facts, issue citations and/or prosecute all persons charged with violation of said ordinances and regulations, which includes representing Monroe County in court proceedings when required. Further, upon termination of this

agreement, the Contractor shall complete all cases originated by Contractor including representing the County in court if necessary.

10. Complying with all applicable County ordinances and regulations as well as the laws of the State of Florida.

C. FEES. The Contractor shall collect and remit to the County all funds that are collected for fees, license certificates, citations, penalties, adoptions, etc. In this regard, the Contractor shall issue receipts and keep appropriate records of all funds received and shall provide the Director of Community Services or his designee with copies of daily cash reconciliation forms, daily bank deposit information and original license certificates that are issue on a bi-weekly basis. All funds must be deposited into specific Monroe County bank accounts, and all requests for waiver of any fines or fees owed to the County must be submitted in writing on the County-approved affidavit form to the Director of Community Services or his designee, said affidavit form is attached hereto and marked **Exhibit "B."** The Contractor shall only charge fees as outlined in Monroe County Resolution No. 496-2000, as same may be amended from time to time; said Resolution is attached hereto and marked **Exhibit "C."** The Contractor shall not charge any other fees for services at the Shelters unless authorized by the County to do so.

D. REPORTS. The Contractor shall provide the Director of Community Services or his designee with copies of all bite reports and citations that are issued on a bi-weekly basis. Contractor shall submit on a monthly basis to Director of Community Services the following reports:

- (1) Adoption Reports, by species & age (mature/immature), with separate accounting showing
Pure breed; returns and reasons; adoption denials.
- (2) Complaint Reports, showing numbers for bites, nuisances, cruelty, other; also showing manner received (telephone call, letter, visit to office, encounter in course of duties); and the action taken for each.
- (3) Euthanasia, by species & age (mature/immature), and showing number which were feral, diseased or injured.
- (4) Number of animals taken in, by species & age (mature/immature) and showing numbers brought in, picked up & redeemed.
- (5) County Fees collected, designating the fees collected for each of the following: licenses,
pick-up, intake, boarding, adoption, disposal & euthanasia.
- (6) Average number of days of boarding by species & age (mature/immature).
- (7) Total number of animals (by species) at the shelters at beginning of month and the total number of animals (by species) at the shelters at the end of the month.

E. HURRICANE OR OTHER NATURAL DISASTER: In the event of a hurricane or other natural disaster, the Contractor shall make its best efforts to properly

house and care for all animals. In this regard, the Contractor shall designate at least three (3) employees who will be able to remain in the County to care during the disaster for the animals which have not been evacuated and after the disaster for animals not evacuated and any animals which are at large. The Contractor will supply those employees' names, addresses and telephone numbers to the County Administrator who may, at his discretion, require the Contractor to have the listed employees remain in the County during and after a Category 1, 2 or 3 Hurricane or natural disaster.

F. PETS IN SHELTERS: Contractor shall provide the services designated for the Animal Control/Shelter Contractor in the Pet Friendly Special Needs Clients Sheltering Plan to provide evacuation of pets of Special Needs Clients and assistance with care of said pets.

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in the Agreement.

IV. RENEWAL:

The County shall have the option to renew this agreement after the first year, for two (2) additional one-year periods. The contract amount agreed to herein may be adjusted annually in accordance with the percentage change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for the most recent 12 months available.

V. CONTRACTOR'S LICENSE: The Contractor shall secure, maintain and pay all applicable fees for any permits and licenses necessary to operate the Shelters. By signature hereon, the Contractor warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these contract documents. Proof of such licenses and approvals shall be submitted to the County upon request. The Contractor has, and shall maintain throughout the term of this contract, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

VI. INDEPENDENT CONTRACTOR:

At all times and for all purposes, the Contractor, its agents and employees are strictly considered to be independent contractors in their performance of the work contemplated hereunder. As such, the Contractor, its agents and employees shall not be entitled to any of the benefits, rights or privileges of County employees. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided.

VII. STAFFING:

Since this contract is a service agreement, staffing is of paramount importance. Contractor shall provide services using the following standards, as a minimum requirement:

A. The Contractor shall provide at its own expense all necessary personnel to provide the services under this contract. The personnel shall not be employees of or have any contractual relationship with the County.

B. All personnel engaged in performing services under this contract shall be fully qualified, and, if required, to be authorized or permitted under State and local law to perform such services.

VIII. UTILITIES: The Contractor shall be responsible for payment of all utility charges for the Shelters. All utility accounts will be held in the Contractor's name.

IX. VEHICLES:

The County hereby leases to the Contractor two (2) County vehicles currently assigned to the Shelters identified as follows:

1. 1995 Ford F150 Pick Up Truck (Unit 0910/061);
2. 2004 Ford F150 Heritage Truck (Unit 0910/082);

The Contractor shall be responsible for payment of all fuel, oil, and other supplies necessary to operate the vehicles. In addition, the Contractor shall be responsible for repairs to said vehicles and shall maintain them in accordance with the maintenance schedule attached hereto as **Exhibit "D."** The Contractor shall provide an average of four (4) oil changes annually for each vehicle, and shall schedule vehicle inspections with Monroe County Fleet Management no less than three times annually for each vehicle. The Contractor may choose the option of paying Fleet Management for oil changes and preventative maintenance, at Fleet's current annual rates, or utilize private garages and provide receipts to the Director of Community Services or his designee to document and verify that the required maintenance has been performed. Nothing herein shall prevent the County from inspecting the vehicles at any reasonable time.

X. HOLD HARMLESS/INSURANCE REQUIREMENTS:

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners and the County Court of Monroe County from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier.

occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained within this agreement.

Prior to commencing services under this agreement, the contractor shall furnish the Owner Certificates of Insurance as indicated on forms entitled General Insurance Requirements for Animal Control Contracts, Animal E&O, ED2, GLAnimals, VL1, WC1, All Risk Property Insurance and TCS, as attached hereto and incorporated as in EXHIBIT "E."

XI. DONATIONS:

The Contractor shall issue receipts and keep appropriate records of all donations received at the Shelters by Contractor. Said donations shall be used by Contractor only for the benefit of shelter animals or animals for which Contractor provides spay/neuter or other services, and shall not be used to defray or reduce County funding in the future. In the case of donations solicited by third parties on behalf of the Contractor, the donating entity must make its financial records pertaining to the donated funds available to representatives of the Contractor and the County during regular business hours (Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding holidays) in order to insure that all monies collected on behalf of the Contractor, minus an amount not to exceed 5% of the total collected for administrative expenses, are in fact donated to the Contractor for the benefit of shelter animals. If a prospective donating entity is unwilling or unable to comply with the foregoing requirement, then the Contractor may not accept any donations from that entity.

XII. FACILITIES AND EQUIPMENT:

The Contractor hereby accepts the Shelter facilities and equipment in "as is" condition, and the Contractor shall allow the County to inspect said facilities and equipment at any reasonable time. In addition, all operating supplies and any additional equipment such as catch-all sticks, cages and the like shall be the responsibility of the Contractor.

XIII. INVENTORY:

Prior to commencement of the service contemplated herein, the County shall perform an inventory of all supplies, materials, medicines and equipment at each Shelter and the inventory lists prepared therefrom shall be signed by both parties hereto.

XIV. CONTRACTOR'S ASSUMPTION OF PREMISES AND CONDITIONS:

The Contractor hereby agrees that he has carefully examined the premises provided by the County and the district for which he shall provide services and has made investigations to fully satisfy himself that such site(s) is (are) correct and suitable for this

work and he assumes full responsibility therefor. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.

XV. MAINTENANCE:

The Contractor shall maintain and be responsible for the costs of repairs to the Shelter buildings, grounds, and equipment in order to keep same in proper working condition. Prior to commencement of repairs, the County must be notified, in writing, of repairs estimated to cost over \$1,000.00. If such repairs are approved by the County, the Contractor shall pay the first \$1,000.00 of cost regardless of the total cost of said repairs.

XVI. IMPROVEMENTS OR MODIFICATIONS TO FACILITIES:

No improvements or modifications may be made to the Shelters, appurtenances, or surrounding properties without the prior written approval of the County.

XVII. FUNDRAISING:

The Contractor may use the Shelters for fundraising or for selling merchandise after its items have been reviewed and approved by the Director of Community Services or his designee. Requests for events shall be requested by the Contractor in writing and approved by the County Administrator in writing. Funds raised by the Contractor from fundraising or events at the Shelters shall only be used to benefit the shelter animals or animals for which Contractor provides spay/neuter or other services, and shall not be used to defray or reduce County funding in the future.

XVIII. NON-DISCRIMINATION:

County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug

abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

XIX. INSPECTION OF BOOKS AND FACILITIES/AUDIT/ACCOUNTING:

The Contractor shall maintain the financial records in accordance with generally accepted accounting principles, and allow the County to inspect its books and records and the shelter facilities at any reasonable time. In addition, the Contractor shall, at its expense, provide the County with an annual audit prepared by an independent Certified Public Accountant. Contractor shall retain all records pertaining to this agreement for a period of three years after term expires.

XX. PUBLIC RECORDS:

The Contractor shall comply with the Public Records laws of the State of Florida, subject to any provisions providing exemption from disclosure.

XXI. MEDICAL RESEARCH:

In no event shall any animals under the care, custody, or control of the Contractor be given, bartered or sold to any medical research company.

XXII. CAT/RACCOON TRAPS:

The County hereby leases its cat/raccoon traps to the Contractor for the Contractor to rent to the public upon payment of a deposit fee. All deposit fees collected by Contractor shall be returned to the renter upon return of the trap or, if the trap is not returned to Contractor, the deposit fee will be retained by the Contractor in order to purchase replacement traps. At the end of this agreement, the Contractor will return the same number of cat/raccoon traps to the County as the County had provided at the beginning of this agreement. Nothing herein shall preclude Contractor from purchasing and renting its own cat and raccoon traps.

XXIII. BREACH OF TERMS BY CONTRACTOR:

The passing, approval, and/or acceptance by the Owner of any defect in the services furnished by the Contractor, shall not operate as a waiver by the County of strict compliance with the terms of this Contract, and specifications covering the services. County may immediately terminate the Agreement due to any violations by Contractor of criminal statutes governing humane and cruel treatment of animals. Any other Contractor breach of this agreement shall be governed by the article above on termination for cause.

The Contractor agrees that the County Administrator may designate representatives to visit the facility(ies) periodically to inspect Contractor's maintenance of the premises, and care provided to animals. The Contractor agrees that the County Administrator may designate representatives to visit the facility(ies) periodically to conduct random open file evaluations during the Contractor's normal business hours.

XXIV. TERMINATION WITHOUT CAUSE:

The County may terminate this agreement without cause by providing the Contractor with written notice of termination at least sixty (60) days prior to the date of termination.

XXV. TERMINATION WITH CAUSE:

The County may terminate this agreement for cause if the Contractor shall default in the performance of any of its obligations under this agreement. Default shall include the occurrence of any one of the following events and same is not corrected to the satisfaction of the County within fifteen (15) days after the County provides the Contractor with written notice of said default:

- a. Failure to provide food or water for animals in the custody of Contractor.
- b. Failure to procure appropriate veterinary care for any sick or injured animal in the custody of the Contractor.
- c. Failure to administer euthanasia in a humane manner.
- d. Failure to maintain the Shelters in a clean, safe and sanitary manner.
- e. Breach of any other term, condition or requirement of this agreement.

XXVI. ASSIGNMENT:

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the board.

XXVII. COMPLIANCE WITH LAW:

In providing all services/goods pursuant to this agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

XXVIII. DISCLOSURE AND CONFLICT OF INTEREST:

- A. The Contractor represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sect. 112.311, et. seq., Florida Statutes.
- B. Upon execution of this contract, and thereafter as changes may require, the Contractor shall notify the County of any financial interest it may have in any and all contracts with Monroe County.

XXIX. FINANCIAL RESPONSIBILITY:

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

XXX. NOTICE REQUIREMENT:

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY:

Monroe County Administrator
1100 Simonton Street
Key West, FL 33040

and

County Attorney
PO Box 1026
Key West, FL 33041-1026

and

James E. Malloch, Director
Monroe County Community Services Division
1100 Simonton Street, Rm. 2-256
Key West, FL 33040

FOR CONTRACTOR:

Linda Gottwald, Director
Stand Up for Animals, Inc.
10550 Aviation Boulevard
Marathon, FL 33050

XXXI. TAXES:

The County is exempt from payment of Florida State Sales and Use taxes. The Contractor shall **not** be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is the Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

XXXII. GOVERNING LAWS:

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to attorney's fees and costs.

XXXIII. PUBLIC ENTITY CRIME STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. (CATEGORY TWO: \$25,000.00).

XXXIV. AUTHORIZED SIGNATORY: The signatory for the Contractor, below, certifies and warrants that:

- (a) The Contractor's name in this agreement is its full name as designated in its corporate charter.
- (b) He or she is empowered to act and contract for Contractor.
- (c) This agreement has been approved by the Contractor's Board of Directors.

Further, Contractor shall, upon execution of this agreement, provide proof of incorporation and a list of its Board of Directors.

XXXV. ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between the County and the Contractor for the services contemplated herein. Any amendments or revisions to this agreement must be in writing and be executed in the same manner as this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLOIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

(SEAL)

Attest:

STAND UP FOR ANIMALS, INC.

By: _____
WITNESS

By: Linda Gattrell
Title: Director, S.U.F.A.

By: _____
WITNESS

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Suzanne A. Hutton
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 5/6/05

EXHIBIT "A"
FORMS REQUIRED TO BE USED BY CONTRACTOR

ADOPTION AGREEMENT
(ORGANIZATION'S NAME)
Monroe County, Florida

This Agreement is entered into between (name of Adopter), the "Adopter," and (name of organization), the "Agency" this (day) day of (month), 200 .

In consideration of the mutual promises contained herein, the above stated parties hereby agree as follows:

1. Agency shall release to Adopter the animal described in Receipt No. .
2. Agency has provided basic care to the animal, and has found it to be in apparent good health, but makes no guarantees as to any undetected medical disorders or defects in its disposition. Any medical treatment or procedures rendered to the animal preparatory to the adoption shall be listed on a receipt provided to Adopter. Adopter may return the animal within 10 days of adoption without further charge only if the animal is certified by a licensed veterinarian to suffer from a congenital disorder. Any return after that time or for other than a congenital disorder will be subject to the Agency's Intake Fee. In recognition that Agency is a not-for-profit organization providing shelter care for the County shelter, none of the adoption or other related preparatory fees are refundable.
3. In consideration of the privilege of adoption, Adopter hereby waives any and all claims for damages against Agency and Monroe County, their officers, employees, agents and representatives which may result from this adoption, including, but not limited to, any veterinary costs or expenses incurred for the animal, damages or injury to property or person.
4. Animal has been neutered or spayed. Adopter agrees that spaying/neutering is a condition of the adoption and this contract provision may be enforced in Court. In the event that the animal is discovered to have not been neutered or spayed for any reason prior to release to Adopter, Agency shall, by written notice delivered in person or by registered mail, return receipt, require Adopter, within ninety (90) days of said notice, to provide to Agency a licensed Veterinarian's certified statement that the animal has been neutered/spayed or shall return the animal to the Agency for such procedure. Should Agency action become necessary to enforce this provision, Adopter agrees to pay all costs, including court costs and attorney's fees of the Agency. Should a Court adjudicate this issue, the parties agree that in addition to payment by Adopter of all costs, the Agency shall be entitled to injunctive relief requiring the spay/neuter surgical procedure.
5. Adopter agrees to provide humane care for the animal in accordance with all laws and ordinances in force in Monroe County. Adopter will not sell, trade, give away, or otherwise dispose of said animal without first giving Agency the right to take possession and ownership of the animal, subject only to the Agency's Intake fee as set by Monroe County Resolution.
SO AGREED the date first written above.

(Signature of Adopter)

(Signature of Agency Representative)

EXHIBIT "B"
AFFIDAVIT OF INABILITY TO
PAY ANIMAL CONTROL CHARGES

I, _____, (name) who being first duly sworn, in support of my request to have certain Monroe County Animal Control charges waived, do certify that:

1. I am the owner of _____,
(name(s) of animal(s))
who are, respectively, _____, and
(specify species)
who have/has been picked up, housed or cared for by Monroe County Animal Control.

2. For the period of _____ to _____, \$ _____
(date of 1st charge) (date of last charge)

has been incurred as a result of the animal control services stated in paragraph number one.

3. That I am unable to pay (check one) _____ 1) the charges (or)
_____ 2) any more than \$ _____

without substantial hardship to myself or my family due to the following circumstances: (check all that apply)

_____ (A) My household gross monthly income from all sources is less than:
(1) \$1,200 if only one person in household, or (2) \$1,500 if more than one person in household.

_____ (B) I do not have cash (including checking and savings account) in excess of \$500.00.

_____ (C) I owe debts due to illness or misfortunes of my family. If this item is checked, briefly describe in the space provided below:

_____ (D) I do not own real or personal property which are not used by me for shelter and the necessities of life. If this item is checked, briefly list and describe all real property and automobiles owned by affiant:

4. If any statement herein is determined to be untrue, I agree to pay such charges as have been waived as a result of this affidavit.

(signature)

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 200_, by _____
_____, who is personally known to me _____ or who produced _____
_____, as identification.

Notary Public - State of Florida at large

Concur _____
Animal Control Director

Concur _____
County Administrator

RESOLUTION NO. 496 -2000

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, AMENDING RESOLUTION NO. 136-2000 CONCERNING FEES FOR ANIMAL CONTROL SERVICES, IN ORDER TO INCREASE THE COUNTY LICENSE FEE FOR UNSPAVED/UNNEUTERED ANIMALS FROM \$20.00 TO \$35.00

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, as follows:

Resolution No. 136-2000 is hereby amended to read as follows:

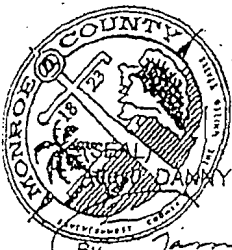
<u>SERVICE</u>	<u>FEE</u>
Pickup:	
1 st time	\$ 25
2 nd time	\$ 50
3 rd time and more within 12 months	\$100
The pickup fees set forth above shall be doubled if the animal picked up was not vaccinated for rabies.	
Board (per night)	\$ 10
Adoption	\$ 10
Disposal	\$ 10
County License:	
spayed/neutered	\$ 10
unsaved/unneutered	\$ 35
replacement	\$ 2
Dangerous Dog Certificate of Registration	
First Year	\$100
Annual renewal	\$ 50

FILED FOR RECORD
01 JAN -8 PM 12:37
DANNY L. KOLHAGE
CLK. CIR. C.
MONROE COUNTY, FLA.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 13th day of December, 2000.

Mayor George Neugent
Mayor Pro Tem Nora Williams
Commissioner Charles "Sonny" McCoy
Commissioner Murray Nelson
Commissioner Dixie Spehar

yes
yes
yes
yes
yes



By DANNY L. KOLHAGE, CLERK

By [Signature]
Deputy Clerk
agendaResACfees.doc

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA.

By [Signature]
Mayor/Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ROBERT N. WOLFE
DATE 1-28-02

2/27/98 1:05 PM SHER MX2.xls Sm

EXHIBIT "E"

POLICY AND PROCEDURES CONTRACT ADMINISTRATION MANUAL

General Insurance Requirements for Animal Control Contracts

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance or • A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

**ANIMAL CONTROL
ERRORS AND OMISSIONS LIABILITY
INSURANCE REQUIREMENTS
FOR
ANIMAL CONTROL CONTRACT**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Animal Control Errors and Omissions Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- False Arrest, Detention or Imprisonment
- Malicious Prosecution
- Wrongful Entry and Eviction
- Assault and Battery
- First Aid E&O
- False or Improper Service of Process
- Violation of Property Rights
- Violation of Civil Rights

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limits (CSL)

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the termination of the contract.

The policy shall not exclude claims or have coverage limitations relating to occurrences caused by or related to animals.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

ANIMAL E&O

**EMPLOYEE DISHONESTY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

The Contractor shall purchase and maintain, throughout the term of the contract, Employee Dishonesty Insurance which will pay for losses to County property or money caused by the fraudulent or dishonest acts of the Contractor's employees or its agents, whether acting alone or in collusion of others.

The minimum limits shall be:

\$100,000 per Occurrence

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
ANIMAL CONTROL CONTRACT**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person
\$1,000,000 per Occurrence
\$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the termination of the contract.

The policy shall not exclude claims or have coverage limitations relating to occurrences caused by or related to animals.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GLAnimals

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
ANIMAL CONTROL CONTRACT**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the Organization taking possession of the vehicles governed by this agreement, the Organization shall purchase Vehicle Liability Insurance and Auto Physical Damage Insurance. Coverage shall be maintained throughout the life of the Agreement and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles
- Physical Damage Protection

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)
ACV for Physical Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements. In addition, the Monroe County Board of County Commissioners shall be named as "Loss Payee" with respect to the physical damage protection.

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
ANIMAL CONTROL CONTRACT**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida, and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

**ALL RISK PROPERTY
INSURANCE REQUIREMENTS
FOR
ANIMAL CONTROL SHELTERS/
COUNTY-OWNED PROPERTY**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the Organization/Individual taking possession of the property governed by this lease/rental agreement, the Organization/Individual shall obtain All Risk Property Insurance (to include the perils of Flood and Wind) with limits no less than the Replacement Cost Value of the property leased or rented. Coverage shall be maintained throughout the life of the Lease/Rental Agreement and include, as a minimum, liability coverage for:

Fire
Sprinkler Leakage
Windstorm
Civil Commotion

Lightning
Sinkhole Collapse
Smoke
Aircraft and Vehicle Damage

Vandalism
Falling Objects
Explosion
Flood

The Monroe County Board of County Commissioners shall be named as Additional Insured and Loss Payee on all policies issued to satisfy the above requirements.

**MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL**

**Indemnification and Hold Harmless
for
Animal Control Contracts**

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

**MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL**

WAIVER OF INSURANCE REQUIREMENTS

There will be times when it will be necessary, or in the best interest of the County, to deviate from the standard insurance requirements specified within this manual. Recognizing this potential, and acting on the advice of the County Attorney, the Board of County Commissioners has granted authorization to Risk Management to waive and modify various insurance provisions.

Specifically excluded from this authorization is the right to waive:

- **The County as being named as an Additional Insured** - If a letter from the Insurance Company (not the Agent) is presented, stating that they are unable or unwilling to name the County as an Additional Insured, Risk Management has been granted the authority to waive this provision.

and

- **The Indemnification and Hold Harmless provisions**

Waiving of insurance provisions could expose the County to economic loss. For this reason, every attempt should be made to obtain the standard insurance requirements. If a waiver or a modification is desired, a **Request for Waiver of Insurance Requirements** form should be completed and submitted for consideration with the proposal.

After consideration by Risk Management and if approved, the form will be returned, to the County Attorney who will submit the Waiver with the other contract documents for execution by the Clerk of the Courts.

Should Risk Management deny the Waiver Request, the other party may file an appeal with the County Administrator or the Board of County Commissioners, who retains the final decision making authority.

MONROE COUNTY, FLORIDA
Request For Waiver
of
Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: _____

Contract for: _____

Address of Contractor: _____

Phone: _____

Scope of Work: _____

Reason for Waiver: _____

Policies Waiver
will apply to: _____

Signature of Contractor: _____

Approved _____ Not Approved _____

Risk Management _____

Date _____

County Administrator appeal: Approved: _____ Not Approved: _____

Date: _____

Board of County Commissioners appeal: Approved: _____ Not Approved: _____

Meeting Date: _____